

AUGUST 31, 2004

~~AUGUST 31, 2003~~

CONTRACT PERIOD THROUGH ~~AUGUST 31, 2002~~

TO: All Departments

FROM: Department of Materials Management

SUBJECT: Contract for **JET "A" FUEL PURCHASE AND DELIVERY**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by the Board of Supervisors on **August 4, 1999**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

WP/jmk
Attach

Copy to: Clerk of the Board
~~Greg Flusche, MCSO Aviation~~
Stephen Krausnick, MCSO Procurement
Carmen Ledesma, Materials Management

INVITATION FOR BIDS FOR: JET "A" AIRCRAFT FUEL & DELIVERY

The purpose of this Call for Bids is to establish vendors of record for future purchases of JET "A" AIRCRAFT FUEL for a three (3) year period purchasing contract for the Maricopa County Sheriff's Office, Aviation Division as covered by purchase order only. This is a requirements contract.

SPECIFICATIONS, MINIMUM:

Product shall meet ASTM Specification (latest revision) for JET "A" fuel with product to be refinery blended. Estimated usage is 122,000 gallons annually. All product will be for the exclusive use of Maricopa County.

A. CONDITIONS:

1. DELIVERY:

Delivery shall be made F.O.B. Destination via tanker truck to the Maricopa County Sheriff's Office Aviation Division facility located at the Deer Valley Airport, 23636 N. 7th Street, Phoenix, Arizona 85024. Fuel will be delivered to a dedicated 8,500 gallon above ground tank as requested by MCSO Aviation personnel, by the awarded contractor. Any delivery costs shall be included in the price bid. Deliveries shall be made within two (2) days of request.

2. PRICING:

Prices to be bid are those which would be charged for similar quantities of fuel if the purchase was consummated on May 5, 1999. **Bidders should understand that this pricing will be utilized solely for the purpose of establishing a value of award.** Price bid shall include any delivery fees and shall include all other mandatory charges.

The actual price to be paid will be determined by telephone survey and quotations whenever a requirement exists.

B. PROMPT PAYMENT DISCOUNT:

Maricopa County, through its "Continuous Improvement Initiatives" has identified Vendor Payment as a process requiring attention and improvement. Maricopa County has initiated changes in this area which are intended to both improve and expedite this process. In light of these efforts, vendors are strongly encouraged to offer Maricopa County Cash Discounts for Prompt Payment Terms. Invoices reflecting such Cash Discounts will be processed with the highest priority. **Payment terms of Net 30 days is desirable, but should not be interpreted as required.**

C. CONTRACT LENGTH:

This call for bids is for awarding a purchasing contract to cover a three (3) year period, with an option to renew under the same terms and conditions, with a further provision that either party may cancel the purchasing portion of the contract on 30 days' written notice. This provision in no way affects

transactions which are in progress and covered by purchase orders at the time of the cancellation of the purchasing provisions in this bid.

SPECIFICATIONS, MINIMUM: (continued)

D. PROCUREMENT CARD CAPABILITY:

It is the intent of Maricopa County to utilize the Bank of America Master Card Procurement Card to place and make payment for orders under this Contract. Bidders without these capabilities **may** be considered non-responsive and not eligible for award consideration

E. INVOICING INSTRUCTIONS:

The original invoice shall be submitted for each delivery. A certified invoice shall be included with all fuel purchases. All invoices shall include the Purchase Order number, gallons of fuel delivered, date delivered, quantity, unit price and other pertinent information as requested by the using agency.

All invoices shall be submitted in a timely matter to: MCSO Aviation, 23636 N. 7th Street, , Phoenix Arizona 85024

F. INDEMNITY:

The Vendor agrees to indemnify, hold harmless, and defend Maricopa County, its officers and employees, their officers, boards, commissions and employees, from and against any and all claims damages, suits and proceedings, regardless of the merits, from liability, punitive damages, costs or expenses of every type, all or any part thereof arising out or in connection with or by reason of any act or omission of the reimburse the County for its costs and for the time spent by it's attorneys, based upon reasonable attorneys fees prevailing in the community, for defense of litigation. Trustee should include a clause to this effect in all subcontracts ensuring to the benefit of the above named entities.

G. GUARANTEE:

To protect the interest of the County, the bidder guarantees that all fuel furnished will be the quality described in these specifications.

H. DISPUTE RESOLUTION:

Protest & contract disputes shall be handled in accordance with the provisions of Article 9, MC1-905, MC1-906 respectively, of the Maricopa County Procurement Code.

I. AWARD CRITERIA:

This is a multiple vendor bid. Award of contract will be made to more than one vendor.

J. STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating,

securing, drafting or creating the contract on behalf of the County is at any time while the contract or any extension of the contract is in effect, an employee or agent of any other party to the contract in any capacity or consultant to any other party of the contract with respect to the subject matter of the contract. Additionally, pursuant to A.R.S. § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the contract.

SPECIFICATIONS, MINIMUM: (continued)

K. PRICE REDUCTIONS:

By submitting a bid or proposal to this solicitation, vendors agree to guarantee that Maricopa County is receiving the lowest price offered by your company to other customers. If at any time during the contract period your company offers a lower price to another customer, **for like volumes of like product**, notification shall immediately be made to the Maricopa County Department of Materials Management reducing your contract price. Should notification not be made of price reductions, upon discovery, Maricopa County shall reserve the right to take any or all of the following actions:

1. Cancel the contract, if it is currently in effect.
2. Determine the amount which the County was overcharged and submit a request for payment from the vendor for that amount.

L. D/M/WBE PARTICIPATION:

Bidders submitting a bid are encouraged to solicit D/M/WBE participation on this Contract. A list of certified D/M/WBE enterprises may be obtained by contacting Maricopa County Materials Management Department (Walt Weglarz, Lead Procurement Specialist at (602) 506-3312). Please indicate in your bid response D/M/WBE areas of involvement for monitoring purposes.

M. CONFORMANCE TO THE MARICOPA COUNTY PROCUREMENT CODE:

If any bidder believes that any aspect of this solicitation is inequitable or impracticable of performance, they will proceed in accordance with the Maricopa County Procurement Code, Article M3804, to secure an administrative determination on this point.

N. COMPLIANCE WITH SPECIFICATIONS:

The fact that a manufacturer chooses not to produce equipment or materials to meet these specifications will not be considered sufficient cause to adjudge these specifications as restrictive. Bidder/Proposer shall be required to offer equipment or materials, which meet the specifications, or is of equal or greater quality and functionality. Where equipment or materials are offered that are not identical to those contained in the specifications, but are believed to be of equal or greater quality and functionality, the bidder/proposer shall be required to note such deviation, detail why, in their opinion, the equipment or material is of equal or greater quality and functionality in terms of performance and reliability. Maricopa County shall be the final decision-maker as to whether the deviation is material and is of equal or greater quality and functionality. Maricopa County retains the sole discretion to waive non-material deviations. Failure to adequately detail any proposed deviation may be grounds for rejection of the entire bid/proposal.

O. REGISTRATION:

Vendors are required to be registered with Maricopa County prior to receiving an award for any County Business. Failure to comply with this requirement will cause your bid to be declared non-responsive. Registration Forms are available from the

Department of Materials Management, 320 West Lincoln Street, Phoenix, Arizona 85003
or by calling (602) 506-3308.

SPECIFICATIONS, MINIMUM: (continued)

P. **TERMINATION:**

Either party may terminate this contract at any time, with 30 days notice in writing to the other party. Such notice shall be given by personal delivery or by Registered or Certified mail.

Q. **POST AWARD MEETING:**

The successful bidder(s) may be required to attend a post-award meeting with the using agency(s). Terms and Conditions of this contract will be discussed. This meeting will be coordinated by the Procurement Officer of this contract.

R. **INQUIRIES:**

Questions concerning this bid should be directed to:

Walt Price ~~Stan Fisher~~
Department of Materials Management
Telephone: (602) 506-**3454** ~~3274~~

WP/jmk

cc: MCSO AVIATION/FINANCE

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(BIDDERS ARE REQUESTED TO USE ATTACHED FORM TO SUBMIT THEIR BID)

UNION DISTRIBUTING CO., 622 S. 56TH AVE., PHOENIX, AZ 85043-4622 85045

PRICING:

The bidders hereby certify that they have read, understand, and agree that acceptance by

Maricopa County of the bidder's offer by the issuance of a purchase order or contract will create a binding contract. Further, they agree to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement.

Unit price as bid for **JET "A" AIRCRAFT FUEL & DELIVERY** in accordance with attached specifications:

Blanket Order #B0603752

Price per gallon of JET "A" AIRCRAFT FUEL with all applicable fees if purchase was ordered May 5, 1999.

(FOR DETERMINATION OF AWARD VALUE) - AND FOR DETERMINATION OF AWARD

JET "A" Fuel (pricing offered shall include delivery and all applicable fees:)
\$ 0.919 /gal.

(The actual price to be paid will be determined by telephone survey and quotation whenever a requirement exists)

Terms:	Net 15 days
Federal Tax ID Number:	86-0556151
Telephone Number:	(602) 272-6795
Fax Number:	(602) 484-9038
Contact Person:	Edward Clark, Manager
Vendor Number:	860556151 A
Contract Period:	To cover period ending through August 31, 2004 . 2002 2003.